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CONTRACTS—LEGALITY—VIOLATION OF STATUTE.—SUNFLOWER LUMBER CO. v. TURNER SUPPLY CO., 48 So. 510 (ALA.).—*Held*, that when statutory conditions for the conduct of business are not complied with, agreements made in the course of the business are void if the conditions are made for the benefit of the public, but valid if the conditions are for revenue purposes, even though a specific penalty is imposed.

In determining whether contracts made in the course of a business in which statutory conditions have not been fulfilled are valid, the intent of the Legislature is to be found in the language of the statute or in the purpose sought to be accomplished. *Miller v. Ammon*, 145 U. S. 421. Many cases hold that, if the language of the statute simply imposes a penalty without a direct prohibition to enter upon the contract, the mere penalty does not invalidate the contract. *Johnson v. Hudson*, 11 East 180; *Rahter v. Nat. Bank of Lancaster*, 92 Pa. St. 393. But many other courts hold that the imposition of a penalty implies a prohibition. *Miller v. Post*, 83 Mass. 434; *Aiken v. Blaisdell*, 41 Vt. 655. The purpose of the statute, therefore, is the better criterion. It is generally held that, if the object of the statute is to facilitate the collection of revenue, contracts made in variance with it are nevertheless valid; but, if the purpose is to protect public health or morals or to prevent fraud, such contracts are void. *Lindsey v. Rutherford*, 56 Ky. 245; *Mandebaum v. Gregovitch*, 17 Nev. 87.

CRIMINAL LAW—HEARSAY EVIDENCE—CONFESSION THROUGH INTERPRETER.—PEOPLE v. RANDAZZIO, 87 N. E. 112 (N. Y.).—*Held*, that the transcript of stenographic notes of an alleged confession claimed to have been made by the accused in the district attorney's office through an interpreter who swore that he had correctly interpreted was not inadmissible as hearsay because the interpreter was not selected by the defendant, but by the district attorney.

When an interpreter has been selected by one person to make a communication to another, the interpreter is regarded as the agent of the first, and accordingly the statements of the interpreter are admissible as original evidence and are not hearsay. *Camerlin v. Palmer Co.*, 10 Allen (Mass.) 539; *McCormick v. Fuller*, 56 Iowa 43. Where the interpreter has been employed by the party other than the one making the communication, both parties are presumed to have constituted the interpreter their joint agent. *Commonwealth v. Vose*, 157 Mass. 393. In the case of *Commonwealth v. Storti*, 177 Mass. 339, a confession was admitted in evidence under conditions analogous to those in the present case on the ground that it was the best evidence. It is to be noted, however, that it is always necessary that the interpreter, unless he is dead, insane or out of reach of process, be present at the trial and testify to the correctness of the translation. *State v. Noyes*, 36 Conn. 80; *State v. Abbato*, 64 N. J. L. 658.

CRIMINAL LAW—NEW TRIAL—MISCONDUCT OF JURORS—USE OF LIQUOR.—BILTON v. TERRITORY, 99 PAC. 163 (OKLA.).—*Held*, that the use of intoxi-